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EVIDENCE—TRANSACTIONS WITH DECEASED PERSONS.—The plaintiff, claiming as assignee of a life insurance policy taken out by her late husband, was allowed to testify as to personal transactions between herself and the insured, for the purpose of proving the assignment. *Held*, that such evidence was proper. *Ward v. New York Life Ins. Co.* (N. Y., 1919), 122 N. E. 207.

There is some conflict of authority on the question whether such evidence comes within the terms of statutes prohibiting such testimony in actions against decedent's estates. In *Franken v. Order of Foresters*, 152 Mich. 502, evidence of this nature was held incompetent, although the contest was between different beneficiaries and the estate of the insured would not in any event receive the money. This case was adversely criticised in *Savage v. Modern Woodmen*, 84 Kan. 63, where the decision was explained as the result of "excluding witnesses who are within the reason of the statutory rule, although not within its terms, while the general practice and the practice in this state is to the contrary." In a number of cases the rule has been laid down that beneficiaries named in insurance policies are not disqualified under the statute from testifying as to transactions with the deceased. *Grand Lodge v. Dillard* (Tex. Cr.) 162 S. W. 1173; *Erickson v. Modern Woodmen*, 43 Wash. 242; *Sherret v. Royal Clan*, 37 Ill. App. 446; *Shuman v. Knights of Honor*, 110 Ia. 480; *Hamill v. Royal Arcanum*, 152 Pa. 537; *Macaulay v. National Bank*, 27 S. C. 215. But the principal case, while relying on a number of the cases here cited, goes farther than any of them, since it deals with a case of assignment by the deceased to the plaintiff. The court is evidently in sympathy with Mr. Wigmore's severe criticism of the policy of the statute. 1 WIGMORE ON EVIDENCE, Sec. 578.

HUSBAND AND WIFE—SUIT BY WIFE FOR CONSORTIUM.—Plaintiff's husband was severely and permanently injured through the negligence of Defendant. Plaintiff sues to recover for the loss of her husband's companionship and support, occasioned by the injury. *Held*, (one justice dissenting) plaintiff could not recover, even though her common law disabilities had been removed by statute. *Bernhardt v. Perry* (Mo., 1918), 208 S. W. 462.

For a discussion of this question as to whether the wife, emancipated by statute, is entitled to sue for the loss of consortium, see the notes in 14 MICH. L. REV. 689 and 12 MICH. L. REV. 72.

JURY—HOW FAR THE COURT MAY GO IN URGING AGREEMENT.—The jury went to the jury room to consider their verdict at 1:30 p. m. The next day at noon they reported a disagreement and asked to be discharged. The judge told them that the court could transact no business unless it could get verdicts; that they were as good a jury as could be obtained; that he appreciated their desire to get home, but the county which had stood the expense of the trial ought not to lose the benefit of it if an agreement was reasonably possible; that he would not force an agreement even if he could, but he thought a further consideration might bring them together; and he asked them to try again. This was substantially repeated at the close of the afternoon session. The next afternoon they brought in a verdict. *Held*, the language of